

REMARKS

The comments of the applicant below are each preceded by related comments of the examiner (in small, bold type).

3. Claim 20 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

4. Regarding claim 20, it is unclear as to what/whose account "the account" is referring to in line 3. For examination purposes, Examiner will interpret "the account" as the enterprise or purchaser's account.

"[T]he account" in line 3, of claim 20, refers to the phrase "a financial account for a merchant," in line 2 of the claim.

7. As per claim 1, Wells et al. teaches a method comprising maintaining a financial account that represents value, on behalf of an account holder~ the financial account having a plurality of account identifiers that in the account, or a party that presents a general account identifier to effect both debit and credit transactions in the account (see paragraph 0016, lines 5-10 and paragraph 0017, lines 2-6), and permitting a third party to effect a credit transaction in the account by presenting a credit identifier, which is an identifier different from the debit or general account identifiers, the credit identifier being insufficient to enable a third party to effect a debit transaction in the account (see paragraph 0017, lines 11-14).

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24. As per claim 19, Wells et al. teaches a method comprising maintaining a financial account that represents value, on behalf of an account holder (see paragraph 0016, lines 5-10 and paragraph 0017, lines 2-6), and effecting a credit transaction in the account in response to a mechanism invoked by a third party, the mechanism alone being insufficient for the third party to effect a debit transaction in the account (see paragraph 0017, lines 11-14).

25. As per claim 21, Wells et al. teaches a method comprising accepting from one party a proposed credit transaction to be effected in a financial account of an account holder (see paragraph 0016, lines 5-10 and paragraph 0017, lines 2-6), and forwarding the proposed credit transaction using a mechanism that is sufficient to effect a credit transaction in the account but is not sufficient to effect a debit transaction in the account (see paragraph 0017, lines 11-14).

The applicant has amended claims 1, 19, and 21.

The examiner appears to incorrectly regard "[effecting] a credit transaction" in an account in claim 1 as "effecting a payment" from a master account in Wells. (paragraphs 7, 24, and 25 of Office Action)

According to the cited portions of Wells, a merchant provides a "limited use account identifier" associated with the master account to a payment clearance network to "effect a payment," i.e., *withdraw* from the master account. (paragraphs [0018], lines 1-5)

In contrast, as described in one implementation in the application, "[effecting] a credit transaction" in an account is to allow "value to be added to [the] account." (page 5, line 19 to page 6, line 2, and page 5, lines 12-14) Accordingly, in such an implementation, a third party provides a "credit identifier" to "effect a credit transaction," i.e., *add* value to the account. The cited portions of Wells do not describe and would not have made obvious enabling a third party to effect a "credit transaction ... by presenting a credit identifier ... the credit identifier [being] insufficient to enable a third party to effect a debit transaction."

For at least a similar reason given for claim 1, independent claims 19 and 21 are patentable over Wells.

38. Claim 20 is rejected under 35 U.S.C. 102(b) as being anticipated by Winig, "Cracking the Code" (reference U on the attached PTO-892).

39. As per claim 20, Winig teaches method comprising maintaining, at a financial institution, a financial account for a merchant, the financial account being identified by an account identifier that enables the merchant to withdraw funds from the account (see paragraph 5 and 10), and permitting credit transactions with the account by a third party based on a credit identifier from which the account identifier cannot be determined (see paragraph 7).

The applicant has amended claim 20.

Claim 20, as amended, recites that a credit identifier "simultaneously [carries] account information capable of identifying the financial account, and transaction information indicating that the transaction in the account is a credit transaction, the account information being inseparable from the transaction information in the credit identifier."

In contrast, Winig describes the New York Clearing House's ("NYCH") universal payment identification code ("UPIC") system as follows:

In many ways, UPICs would operate like Swiss bank account numbers, although for now they only will be set up to credit accounts, not debit them. This, again, is a nod to customer security. (paragraph 7)

Since the UPIC system is only "[for now,] set up to credit accounts, not debit them," the UPIC system is clearly able to perform both credit and debit transactions. Accordingly, the

UPIC system does not "simultaneously [carry] account information capable of identifying the financial account, and transaction information indicating that the transaction in the account is only a credit transaction, the account information being inseparable from the transaction information in the credit identifier."

For more information on the UPIC system, the applicant requests that the examiner review U.S. application 2003/0023552 ("Kight"), and other references included with the attached information disclosure form PTO-1449.

For at least the reason given above, the applicant believes that Wining, or any of the above cited references, alone or in combination, do not describe and would not have made obvious the features of applicant's claim 20.

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41. **Claims 2, 23 and 25 are rejected under 35 U.S.C. 103(a)**

All of the dependent claims are patentable for at least similar reasons as those for the claims on which they depend are patentable.

The applicant has added new claims 138 and 139.

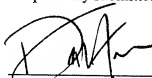
Canceled claims, if any, have been canceled without prejudice or disclaimer.

Any circumstance in which the applicant has (a) addressed certain comments of the examiner does not mean that the applicant concedes other comments of the examiner, (b) made arguments for the patentability of some claims does not mean that there are not other good reasons for patentability of those claims and other claims, or (c) amended or canceled a claim does not mean that the applicant concedes any of the examiner's positions with respect to that claim or other claims.

The required fees of \$525 for the Petition for Three-Month Extension of Time fee and \$180 for submission of the Information Disclosure Statement are being paid concurrently on the Electronic Filing System (EFS) by way of Deposit Account authorization. Please apply any other charges or credits to deposit account 06-1050, referencing attorney docket number 13801-002001.

Respectfully submitted,

Date: 2/14/8



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